

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Glenn Hood		08/20/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Giga Solar FPC		
Street Address:	15 Aliso Way		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Flexible Purpose Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85890905	SOLARGAMI	
Serial Number:	85890901	SOLORGAMI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4153359626		
Email:	zephyr.andrew@ecotechlaw.com		
Correspondent Name:	Zephyr Andrew		
Address Line 1:	333 1st St.		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	GIGAT001/T002		
NAME OF SUBMITTER:	Zephyr Andrew		
Signature:	/Zephyr Andrew/		

Date:

08/26/2013

Total Attachments: 4

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TECHNOLOGY TRANSFER AGREEMENT

This Agreement is effective as of August 20, 2013 **Thomas G. Hood** (the "Founder"), and **Giga Solar FPC**, a California flexible purpose corporation (the "Company").

1. Assignment

Founder hereby assigns to the Company exclusively throughout the world all rights, title and interest (whether or not now existing) Founder has in the (i) subject matter referred to in Schedule A (the "Technology"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing (collectively "Intellectual Property").

2. Consideration

This Agreement is made in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including shares of the Company's common stock pursuant to a founder's stock purchase agreement dated August 20, 2013.

3. Further Assurances

Founder agrees to provide commercially reasonable assistance to the Company in every proper way to evidence, record and perfect the assignment described in Section 1 of this Agreement and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Founder's signature to any document requested by the Company under this Section 3, Founder hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Founder's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Founder's behalf and instead of Founder, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Founder.

4. Founder Warranty; Acknowledgement

Founder represents and warrants to the Company that the Founder (i) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so to any other party, (ii) has no knowledge of any infringement (or any claims thereof) of any third party's intellectual property rights by the Intellectual Property or the Technology, (iii) has no knowledge that any of Founder's other intellectual property rights infringe the Intellectual Property or the Technology, and (iv) has full power and authority to enter into this Agreement.

5. Miscellaneous

This Agreement is not assignable or transferable by either party without the prior written consent of the other party and any attempt to do so shall be void; provided however that this Agreement may be assigned or transferred without the prior written consent of Founder by Company to any successor to all or substantially all of the Company's business or assets. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement, or seek an interpretation thereof, shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees. The terms of this Agreement are confidential to the Company and Founder and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by either party without the other party's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Notwithstanding the foregoing, each party may disclose the terms of this Agreement (i) as required by any court or other governmental body, or as otherwise required by law; (ii) to its legal counsel; (iii) in connection with the requirements of an initial public offering or securities filing; (iv) to accountants, financial advisors, banks and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in connection with a merger, acquisition or financing or proposed merger, acquisition, for financing, or the like. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

GIGA SOLAR FCP

By: _____

Thomas G. Hood, CEO

Address: 15 Aliso Way
Portola Valley, CA 94028

FOUNDER

Thomas G. Hood

Address: 15 Aliso Way
Portola Valley, CA 94028

SCHEDULE A

All rights, title and interests in and to all intellectual property arising out of or related to the "GIGA SOLAR" business plan, including, without limitation, all ideas, designs, techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, business methods, marketing plans, other business plans, strategies, forecasts, unpublished financial information, budgets, projections, business prospects, copyrights and trademarks (inclusive of all goodwill related thereto), the website located at gigasolarpv.com (inclusive of the domain name address), and the following trademark, copyright, and patent applications and registrations:

Aug 20, 2013

FILE #	PATENTS	Inventor/Applicant	COUNTRY	APPLICATION #	Priority Date	STATUS
GIGAP0011W	NOVEL SOLAR MODULES, SUPPORTING LAYER STACKS AND METHODS OF FABRICATING THEREOF	HOOD, Thomas G	PCT	PCT/US2012/009886	11/18/2011	Pending
GIGAP0021US	SOLAR PHOTOVOLTAIC MODULE SUPPORT STRUCTURE	PLEASE PROVIDE	United States of America	61/749,350	1/6/2013	Pending
	Portable Photovoltaic Device and Methods Relating Thereto	Thomas Hood, Luke Apke, Stacey Westra, Simon Hood	United States of America	n/a	n/a	
TRADEMARKS						
GIGAT0011US	Solargami	Thomas Glenn Hood	United States of America	85/880,905	3/29/2013	Pending
GIGAT0021US	Solargami	Thomas Glenn Hood	United States of America	85/880,905	3/29/2013	Pending
71099-142932 Sheppard Mullin	Giga Solar	Thomas Glenn Hood	United States of America	77/085,883	1/14/2007	Registered